

EXHIBIT B

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

UNILOC USA, INC., et al.,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Case No. 3:18-cv-00358-WHA

**DEFENDANT APPLE INC.'S
[PROPOSED] NOTICE OF
DEPOSITION OF PLAINTIFFS
PURSUANT TO
FED. R. CIV. P. 30(B)(6)**

1 PLEASE TAKE NOTICE THAT, pursuant to Rule 30(b)(6) of the Federal Rules of Civil
2 Procedure, Defendant Apple Inc. ("Apple"), by its undersigned attorneys, will take the deposition
3 of Plaintiffs Uniloc USA, Inc. and Uniloc Luxembourg, S.A. ("Uniloc"), by and through Plaintiffs'
4 designee, _____, upon oral examination. The deposition will commence at **9:30 a.m. PDT** on
5 _____, at the offices of _____, or at such other place and time as the parties may
6 mutually agree. The deposition shall continue from day to day until completed, Saturdays, Sundays,
7 and legal holidays excepted. The deposition will be taken before a court reporter or other person
8 authorized to administer oaths. The deposition will be recorded by stenographic and videographic
9 means.

DEFINITIONS

The following definitions are applicable to terms employed throughout this Notice.

1. The terms “Uniloc,” “Plaintiffs,” “you,” or “your” shall refer to the Texas corporation Uniloc U.S.A., Inc., the Luxembourg public limited liability company Uniloc Luxembourg, S.A., Uniloc 2017 LLC, Uniloc Licensing USA, Uniloc 2018 LLC, Uniloc Corporation Pty Ltd., CF Uniloc Holdings LLC, and their parents, subsidiaries, divisions, branches, affiliates, predecessors- or successors-in-business, and wholly owned or partially owned entities acting or purporting to act for or on behalf of the foregoing or who are subject to the direction or control of the foregoing, including without limitation any agents, employees, officers, directors, attorneys, investigators, and consultants of any of the foregoing.

2. “Fortress” means Fortress Investment Group LLC and Fortress Credit Co. Ltd., including any parents, subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.

3. “Event of Default” shall have the meaning provided by Section 7.1 of the Revenue Sharing Agreement between Uniloc and Fortress.

4. “Revenue Sharing Agreement” shall refer to the “Revenue Sharing and Note and Warrant Purchase Agreement,” including all versions of the agreement as amended and restated.

5. Any use of the singular includes the plural and vice versa; and use of one verb tense includes all other verb tenses in which the meaning of the sentence or phrase is not distorted.

6. The terms “any,” “all,” and “every” mean each and every, and “each” shall be construed to include and encompass “all.”

7. Whenever the conjunctive is used, it shall also be taken in the disjunctive, and vice versa.

8. All other words and phrases are to be given their ordinary meaning consistent with the Federal Rules of Civil Procedure and shall not be unduly or restrictively construed so as to avoid responding to the fair scope of the requests.

INSTRUCTIONS

You are to produce a witness or witnesses to testify as to all matters within the scope of the topics set forth below that are reasonably within your knowledge. If you designate more than one witness, provide the name of each individual so designated, together with an indication of which topics, or portions of topics, you have designated that witness to testify regarding.

TOPICS FOR EXAMINATION

1. The drafting history and negotiation of the Revenue Sharing Agreement, the Operating Agreement of Uniloc 2017, the Note Purchase Agreement, and any patent licensing agreements between Uniloc and Fortress.

2. Any and all facts relating to Uniloc's efforts to cure any Event(s) of Default that existed under the Revenue Sharing Agreement, including all facts and communications relating to any attempt to cure such Event(s) of Default triggered by Uniloc's breaches of the revenue requirement of Section 6.2 of the Revenue Sharing Agreement.

3. Any and all facts relating to Fortress's efforts to waive any Event(s) of Default that existed under the Revenue Sharing Agreement, including all facts and communications relating to any attempt to waive any such Event of Default triggered by Uniloc's breaches of the revenue requirement of Section 6.2 of the Revenue Sharing Agreement.

4. The circumstances and purposes of, and consideration offered in support for, any amendments to the agreements produced by Uniloc in this case that (a) impact the rights held by any entity in the patent in suit or that impact the right of an entity to control the progress or resolution of this lawsuit; or (b) impact the relationship between the named Plaintiffs and any other legal entity, and were executed after October 2018.

5. All communications between Uniloc and Fortress relating to Uniloc's performance under, and breaches of, the Revenue Sharing Agreement.

6. The current financial and operational status of each of Uniloc USA and Uniloc Luxembourg, including the extent to which each entity has ceased operations.

DATED: December 23, 2019

Respectfully submitted,

/s/ Michael T. Pieja

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